

RESOLUTION NO. 20

SERIES 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE GUNNISON COUNTY CLERK AND RECORDER REGARDING THE IMPLEMENTATION OF THE CONFIRMATION CARD PROCESS IN TITLE 1, C.R.S.

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Town Charter provides in Section 2.1 that Town elections shall be governed by the Colorado Municipal Election Laws;

WHEREAS, Section 31-10-1-2.7, C.R.S provides that a municipality may provide by resolutions that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code;

WHEREAS, by Resolution 17, Series 2015, the Town Council resolved to utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code for the November 3, 2015 general election;

WHEREAS, pursuant to the Crested Butte Municipal Code, and Section 29-1-201 et seq., C.R.S., the Town is authorized and empowered to contract with another governmental entity to provide any function, service or facility lawfully authorized to be provided by either of the cooperating or contracting units of government; and

WHEREAS, the Town and the Gunnison County Clerk and Recorder wish to enter into an intergovernmental agreement for the purpose of performing a certain post card registered voter notification process pursuant to the Uniform Election Code of 1992, such intergovernmental agreement being in the best interest of the general health, safety and welfare of the residents and visitors of Crested Butte.


NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO,


1. **Findings.** The Town Council hereby finds that it is in the best interest of the general health, safety and welfare of the residents and visitors of Crested Butte that the Town enter into an intergovernmental agreement with the Gunnison County Clerk and Recorder for the purpose of performing a certain post card registered voter notification process pursuant to the Uniform Election Code of 1992.

2. **Approval; Authorization of Town Manager.** Based on the foregoing, the Town Council hereby approves the intergovernmental agreement ("**IGA**") with the Gunnison County Clerk and Recorder in substantially the same form as attached hereto as **Exhibit "A."** The Town Manager is hereby authorized to execute the IGA in such form.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS 4th DAY OF August, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: 
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

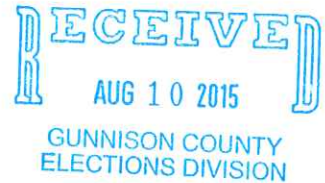
(SEAL)



EXHIBIT "A"

Post Card Process Intergovernmental Agreement

[attach form here]



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this 4th day of August, 2015 by and between the Gunnison County Clerk and Recorder whose address is 221 North Wisconsin, Gunnison, Colorado 81230 ("Gunnison County") and the Town of Crested Butte whose address is PO Box 39, Crested Butte, Colorado 81224 ("Crested Butte").

RECITALS

WHEREAS, Crested Butte has requested assistance from Gunnison County in determining the number of active registered voters in Gunnison County Precincts 3, 4 and 5; and

WHEREAS, mailing of Official Voter Confirmation Cards may assist in the determination of registered active voters in Precincts 3, 4 and 5; and

WHEREAS, in support of cooperative election efforts, Gunnison County is available to assist Crested Butte in determining the number of active voters in Precincts 3, 4 and 5 by mailing Official Voter Confirmation Cards.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2015 unless extended by mutual written agreement of the parties 30 days prior to the expiration date or otherwise terminated or replaced as provided herein.

2. SERVICES.

Gunnison County agrees to assist Crested Butte in determining the number of registered voters in Gunnison County Precincts 3, 4 and 5 by providing the following services:

- A. Determine the number of active registered voters in Precincts 3, 4 and 5 who have been identified as having a mailing address of a post office box in the 81224 zip code.
- B. Export the list of registered voters identified in the above referenced paragraph 2.A from the SCORE - Statewide Voter Registration System.

- C. By no later than September 15, 2015 prepare and mail letters via First Class Forwardable Mail. The mailing shall include a confirmation letter drafted in consultation with staff in the Colorado Secretary of State's Office; front side will have name, street address and mailing address, giving the recipient the opportunity to update any information which is incorrect. Also, included will be a postage paid envelope addressed to the office of the Gunnison County Election's Division.
- D. Any letters returned to the Gunnison County Election's Division marked "Undeliverable", will be flagged in the SCORE system, as "Inactive Returned Mail".
- E. After completion of above paragraph 2.D, a second mailing will be mailed to the same voter attempting again to locate the voter. This second mailing will be mailed First Class Forwardable Mail. (While this step is intended to meet the National Voter Registration Act ("NVRA") requirements for beginning the cancellation process if the voter fails to update the record and fails to vote in the next two General Elections, action pursuant to the NVRA is beyond the scope of this Agreement).

3. CONSIDERATION.

In consideration for the services identified in above referenced paragraph 2, Crested Butte shall pay Gunnison County FIVE THOUSAND EIGHT HUNDRED AND NO/100 U.S. Dollars (\$5,800.00) within 30 days of full execution of this Agreement. Funds shall be made payable to the Gunnison County Clerk and Recorder and forwarded to 221 North Wisconsin, Gunnison, CO 81230.

4. NO OUTCOME GUARANTEED.

It is the clear understanding and agreement of the parties that no result or outcome is intended, warranted or guaranteed other than performance of the specific services identified herein.

5. INDEMNIFICATION.

- (a) Crested Butte agrees to indemnify, defend by an attorney of the choice of Gunnison County at the cost of Crested Butte, and hold harmless the Gunnison County Clerk and Recorder, Gunnison County, its Commissioners, and its and their agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including

death, of any person or damage to property of any kind, brought by any person or entity.

- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.
- (c) Nothing in this agreement shall be construed to be a waiver by Gunnison County or Crested Butte of the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

6. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

7. DELEGATION AND ASSIGNMENT.

Gunnison County shall not delegate or assign its duties under this Agreement without the prior written consent of Crested Butte which consent Crested Butte may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

8. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

9. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class U.S. mail, postage prepaid, addressed as follows:

Gunnison County: Gunnison County Clerk and Recorder
221 North Wisconsin
Gunnison, CO 81230

Crested Butte: Town of Crested Butte

PO Box 39
Crested Butte, CO 81224

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

10. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

GUNNISON COUNTY CLERK AND RECORDER

By: _____

Kathy Simillion
Kathy Simillion, Clerk

ATTEST: _____

Deane J. Johnson
Deputy County Clerk

TOWN OF CRESTED BUTTE

By: _____

Aaron Huckstep
Aaron Huckstep, Mayor



ATTEST:



Town Clerk